

## **DEFENSE**

### **Status of Forces**

#### **Agreement Between the UNITED STATES OF AMERICA and THE BAHAMAS**

Effectuated by Exchange of Notes  
at Nassau April 13 and 19, 2022

Entered into force April 19, 2022



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”



No. 060/22

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Commonwealth of The Bahamas and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States (“U.S.”) military and civilian personnel (defined as members of the U.S. Armed Forces and civilian employees of the U.S. Department of Defense, respectively, hereafter referred to collectively as U.S. personnel) and U.S. contractors (defined as non-Bahamian companies and firms, and their employees who are not nationals of The Bahamas, under contract to the U.S. Department of Defense) who may be temporarily present in the territory of The Bahamas in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

As a result of these discussions, the Embassy proposes that U.S. personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic

mission under the Vienna Convention on Diplomatic Relations of April 18, 1961; that U.S. personnel may enter and exit the territory of The Bahamas with U.S. identification and with collective movement or individual travel orders; that the Government of the Commonwealth of The Bahamas shall accept as valid all professional licenses issued by the United States, its political subdivisions, or States thereof to U.S. personnel for the provision of services to authorized personnel; and that the Bahamian authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate U.S. authorities to U.S. personnel for the operation of vehicles. The Embassy further proposes that U.S. personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders. When issuing such orders, U.S. authorities shall consider the relevant Bahamian authorities' views regarding appropriate locations for the presence of arms, including considerations of public safety.

The Embassy proposes that the Government of the Commonwealth of The Bahamas recognizes the particular importance of disciplinary control by U.S. Armed Forces authorities over U.S. personnel and, therefore, authorizes the Government of the United States of America to exercise criminal

jurisdiction over U.S. personnel while in the territory of The Bahamas. In the interests of justice, the Parties shall endeavor to assist each other in investigation of incidents involving U.S. personnel, including the collection and production of evidence. In investigation of such incidents, U.S. authorities shall take into account any report of investigation by the Bahamian authorities. If requested by the Government of the Commonwealth of The Bahamas, U.S. authorities shall inform the appropriate Bahamian authorities of the disposition of cases where the United States exercises jurisdiction.

The Embassy further proposes that the U.S. Department of Defense and U.S. personnel shall not be liable to pay any tax or similar charge assessed within the territory of The Bahamas and that the U.S. Department of Defense and U.S. personnel may import into, export out of, and use in the territory of The Bahamas any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the territory of The Bahamas. The Government of the United States of America and the Government of the

Commonwealth of The Bahamas shall cooperate to take such measures as may be necessary to ensure the security and protection of U.S. personnel, property, equipment, records, and official information in the territory of The Bahamas.

The Embassy proposes that aircraft, vessels, and vehicles operated by or, at the time, exclusively for the U.S. Department of Defense may enter, exit, and move freely within the territory of The Bahamas, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Aircraft and vessels owned or operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Commonwealth of The Bahamas. Aircraft owned and operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of The Bahamas. The U.S. Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of The

Bahamas. Aircraft and vessels of the Government of the United States of America shall be free from boarding and inspection.

The Embassy also proposes that the U.S. Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of The Bahamas without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in the territory of The Bahamas by or on behalf of the U.S. Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the territory of The Bahamas.

The Embassy further proposes that U.S. contractors shall not be liable to pay any tax or similar charge assessed within the territory of The Bahamas in connection with activities under this Agreement and that such contractors may import into, export out of, and use in the territory of The

Bahamas any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the U.S. Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within the territory of The Bahamas.

The Embassy proposes that U.S. contractors shall be granted the same treatment as U.S. personnel with respect to professional and drivers' licenses.

The Embassy proposes that U.S. personnel shall have freedom of movement and access to and use of mutually agreed transportation, storage, training, and other facilities required in connection with activities under this Agreement.

The Government of the Commonwealth of The Bahamas recognizes that it may be necessary for the U.S. Armed Forces to use the radio spectrum. The U.S. Department of Defense shall be allowed to operate its



own telecommunication systems (as telecommunication is defined in the 1992 Constitution and Convention of the International Telecommunication Union). This shall include the right to utilize such means and services as required to ensure full ability to operate telecommunication systems, and the right to use all necessary radio spectrum for this purpose. The United States shall coordinate with the relevant Bahamian authorities concerning the use of frequencies, unless urgent operational circumstances do not permit such coordination. Use of the radio spectrum shall be free of cost to the Government of the United States of America.

Further, the Embassy proposes that the Parties waive any and all claims (other than contractual claims) against each other for damage to, loss of, or destruction of the other's property or injury or death to personnel of either Party's armed forces or their civilian personnel arising out of the performance of their official duties in connection with activities under this Agreement. Claims by third parties for damages or loss caused by U.S. personnel shall be resolved by the Government of the United States of America in accordance with U.S. laws and regulations.

The Embassy proposes further that our two Governments, or their designated representatives, may enter into implementing arrangements and coordinate to carry out the provisions of this Agreement.

Finally, the Embassy further proposes that any disputes or divergences between the Parties or their designated representatives regarding the interpretation or application of this Agreement, or its implementing arrangements, shall be resolved through consultation, and shall not be subject to adjudication or decision by any court or third party, unless otherwise mutually agreed.

In the case of any inconsistency between this Agreement and any prior agreement in force related to U.S. personnel and contractors temporarily present in the territory of The Bahamas, this Agreement shall apply.

If the foregoing is acceptable to the Government of the Commonwealth of The Bahamas, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement

between the two Governments, which shall enter into force on the date of the Ministry's reply, and which shall have an initial term of five years, and thereafter, shall continue in force unless terminated by either Party by giving one year's written notice through diplomatic channels of its intention to terminate this Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Commonwealth of The Bahamas the assurance of its highest consideration.

Embassy of the United States of America,

Nassau, April 13, 2022.





Ministry of Foreign Affairs  
Goodman's Bay Corporate Centre  
P.O. Box N-3746  
Nassau, N.P.  
The Bahamas

19 April 2022

NOTE NO. MFA/069/2022

The Ministry of Foreign Affairs of the Commonwealth of The Bahamas presents its compliments to the Embassy of the United States of American and has the honor to acknowledge receipt of the Embassy's Note 060/22, dated April 13, 2022, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Commonwealth of The Bahamas and has the honor to refer to recent discussions between representatives of our two Governments regarding issues related to United States ("U.S.") military and civilian personnel (defined as members of the U.S. Armed Forces and civilian employees of the U.S. Department of Defense, respectively, hereafter referred to collectively as U.S. personnel) and U.S. contractors (defined as non-Bahamian companies and firms, and their employees who are not nationals of The Bahamas, under contract to the U.S. Department of Defense) who may be temporarily present in the territory of The Bahamas in connection with ship visits, training, exercises, humanitarian activities, and other activities as mutually agreed.

As a result of these discussions, the Embassy proposes that U.S. personnel be accorded the privileges, exemptions, and immunities equivalent to those accorded to the administrative and technical staff of a diplomatic

mission under the Vienna Convention on Diplomatic Relations of April 18, 1961; that U.S. personnel may enter and exit the territory of The Bahamas with U.S. identification and with collective movement or individual travel orders; that the Government of the Commonwealth of The Bahamas shall accept as valid all professional licenses issued by the United States, its political subdivisions, or States thereof to U.S. personnel for the provision of services to authorized personnel; and that the Bahamian authorities shall accept as valid, without a driving test or fee, driving licenses or permits issued by the appropriate U.S. authorities to U.S. personnel for the operation of vehicles. The Embassy further proposes that U.S. personnel be authorized to wear uniforms while performing official duties and to carry arms while on duty if authorized to do so by their orders. When issuing such orders, U.S. authorities shall consider the relevant Bahamian authorities' views regarding appropriate locations for the presence of arms, including considerations of public safety.

The Embassy proposes that the Government of the Commonwealth of The Bahamas recognizes the particular importance of disciplinary control by U.S. Armed Forces authorities over U.S. personnel and, therefore, authorizes the Government of the United States of America to exercise criminal jurisdiction over U.S. personnel while in the territory of The Bahamas. In the interests of justice, the Parties shall endeavor to assist each other in investigation of incidents involving U.S. personnel, including the collection and production of evidence. In investigation of such incidents, U.S. authorities shall take into account any report of investigation by the Bahamian authorities. If requested by the Government of the Commonwealth of The Bahamas, U.S. authorities shall inform the appropriate Bahamian authorities of the disposition of cases where the United States exercises jurisdiction.

The Embassy further proposes that the U.S. Department of Defense and U.S. personnel shall not be liable to pay any tax or similar charge assessed within the territory of The Bahamas and that the U.S. Department of Defense and U.S. personnel may import into, export out of, and use in the territory of The Bahamas any personal property, equipment, supplies, materiel, technology, training, or services in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any inspection, license, other restrictions, customs duties, taxes, or any other charges assessed within the territory of The Bahamas. The Government of the United States of America and the Government of the Commonwealth of The Bahamas shall cooperate to take such measures as may be necessary to ensure the security and protection of U.S. personnel, property, equipment, records, and official information in the territory of The Bahamas.

The Embassy proposes that aircraft, vessels, and vehicles operated by or, at the time, exclusively for the U.S. Department of Defense may enter, exit, and move freely within the territory of The Bahamas, and that such vehicles (whether self-propelled or towed) shall not be subject to the payment of overland transit tolls. Aircraft and vessels owned or operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to the payment of landing, parking, or port fees, pilotage charges, lighterage, and harbor dues at facilities owned and operated by the Government of Commonwealth of The Bahamas. Aircraft owned and operated by or, at the time, exclusively for the U.S. Department of Defense shall not be subject to payment of navigation, overflight, terminal, or similar charges when in the territory of The Bahamas. The U.S. Department of Defense shall pay reasonable charges for services requested and received at rates no less favorable than those paid by the Armed Forces of The Bahamas. Aircraft and

vessels of the Government of the United States of America shall be free from boarding and inspection.

The Embassy also proposes that the U.S. Department of Defense may contract for any materiel, supplies, equipment, and services (including construction) to be furnished or undertaken in the territory of The Bahamas without restriction as to choice of contractor, supplier, or person who provides such materiel, supplies, equipment, or services. Such contracts shall be solicited, awarded, and administered in accordance with the laws and regulations of the Government of the United States of America. Acquisition of articles and services in the territory of The Bahamas by or on behalf of the U.S. Department of Defense in connection with activities under this Agreement shall not be subject to any taxes or similar charges in the territory of The Bahamas.

The Embassy further proposes that U.S. contractors shall not be liable to pay any tax or similar charge assessed within the territory of The Bahamas in connection with activities under this Agreement and that such contractors may import into, export out of, and use in the territory of The Bahamas any personal property, equipment, supplies, materiel, technology, training, or services in fulfillment of contracts with the U.S. Department of Defense in connection with activities under this Agreement. Such importation, exportation, and use shall be exempt from any license, other restrictions, customs duties, taxes, or any other charges assessed within the territory of The Bahamas.

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Finally, the Embassy further proposes that any disputes or divergences between the Parties or their designated representatives regarding the



interpretation or application of this Agreement, or its implementing arrangements, shall be resolved through consultation, and shall not be subject to adjudication or decision by any court or third party, unless otherwise mutually agreed.

In the case of any inconsistency between this Agreement and any prior agreement in force related to U.S. personnel and contractors temporarily present in the territory of The Bahamas, this Agreement shall apply.

If the foregoing is acceptable to the Government of the Commonwealth of The Bahamas, the Embassy proposes that this note, together with the Ministry's reply to that effect, shall constitute an agreement between the two Governments, which shall enter into force on the date of the Ministry's reply, and which shall have an initial term of five years, and thereafter, shall continue in force unless terminated by either Party by giving one year's written notice through diplomatic channels of its intention to terminate this Agreement.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Commonwealth of The Bahamas the assurance of its highest consideration.”

The Ministry of Foreign Affairs of the Government of the Commonwealth of The Bahamas has the honor to confirm that the proposals set forth in the Embassy's Note are acceptable to the Government of the Commonwealth of The Bahamas and that the Embassy's Note and this Note in reply which replaces the Ministry's earlier Note No. MFA/061/2022 dated 6 April 2022, shall constitute an Agreement between the two Governments, which shall enter into force on the date of this note, and which shall have an initial term of five years, and thereafter, shall continue in force unless terminated by either Party by giving one year's written notice through diplomatic channels of its intention to terminate this Agreement.

The Ministry of Foreign Affairs of the Commonwealth of The Bahamas  
avails itself of this opportunity to renew to the Embassy of the United States  
of America the assurances of its highest consideration.

Embassy of the United States of America  
NASSAU, THE BAHAMAS

